First Security Services Corp. *and* International Union, United Plant Guard Workers of America (UPGWA). Case 34-RC-1472

September 27, 1999

DECISION ON REVIEW AND DIRECTION OF ELECTION

BY MEMBERS FOX, LIEBMAN, AND BRAME

The issue presented in this case is whether the petitioned-for unit limited to guards working for the Employer at Bridgeport Community Hospital is appropriate or whether the unit must also include guards at other locations where the Employer provides guard services.

On April 25, 1997, the Regional Director for Region 34 issued a Decision and Order finding that the petitioned-for unit is not appropriate. The Regional Director found, contrary to the position of the Petitioner, that the evidence presented as to the centralized nature of the Employer's operation, the lack of substantial authority on the part of the Employer's onsite supervision, and the level of employee interchange effectively rebutted the presumption in favor of a petitioned-for single-location bargaining unit.

Thereafter, in accordance with the provisions of Section 102.67 of the Rules and Regulations, the Petitioner filed a timely request for review of the Regional Director's Decision and Order. By Order dated July 9, 1997, the Board granted the request for review.

The Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the entire record in this case and has decided to reverse the Regional Director's unit determination and to direct an election in the unit sought by the petition.

The Employer provides guard services pursuant to contracts with business entities in Maine, Massachusetts, Rhode Island, Connecticut, New York, Maryland, and the District of Columbia. The unit sought by the Petitioner here is limited to the Employer's guards at the Bridgeport Hospital in Bridgeport, Connecticut. The Employer has had the contract for security services at the hospital since October 1995. Pursuant to this contract, there are approximately 34 guards assigned to the Bridgeport Hospital jobsite, which includes the hospital's main campus and a one-guard satellite location 5 miles away. The Regional Director found that the separate locations comprising the Bridgeport Hospital jobsite constitute a single facility and that the Employer did not dispute this finding.[1]

Contrary to the Petitioner, the Employer argues that a Bridgeport Hospital unit is too narrow and that the smallest appropriate unit must include the 230 guards working in the southern district of the Employer's region 2.

The Employer's operations are divided into four regions with region 2 covering the Employer's Connecticut, Westchester County, New York, and Southern Massachusetts operations. Region 2 is further subdivided into three districts, with Bridgeport Hospital and 16 other clients comprising the southern district. The southern district is headed by a district manager who, together with an assistant district manager and the training/development manager, work out of the district office in New Haven. The contracts with the 17 clients in the southern district involve 30 sites. The nearest of the other Connecticut sites to Bridgeport is 5–10 miles away while the furthest is 28 miles away.[2]

An account manager is located at each client site. These 17 managers are each responsible for the supervision of the guards at their respective client location.[3]

In *D&L Transportation,*, 324 NLRB 160 (1997), the Board reaffirmed the longstanding policy that a single facility is presumptively an appropriate bargaining unit. As the Board noted there, the determination as to whether or not this presumption has been rebutted in a particular case involves an assessment of factors, such as the degree to which the Employer has centralized its control over dispersed operations and labor relations, the distance between those operations, the extent of local autonomy, the similarity of employee skills and working conditions at the various locations, and the extent, if any, of employee interchange among the various sites.[4]

The Regional Director found that the single-facility presumption was rebutted in this case. In particular, he found that the Employer's operations are highly centralized at the district level, noting that recruitment, staffing, and decisions as to wage increases are handled at the district level. He also found that the account managers lack substantial supervisory authority and that the level of employee interchange is sufficiently high to mandate a unit broader than the Bridgeport Hospital. Contrary to the Regional Director, we do not find these facts sufficient to rebut the presumption in favor of a unit limited to a single facility.

[1] In its supplemental opposition to petitioner's request for review, the Employer contends that the Regional Director's single-facility finding is erroneous. In light of the Employer's failure to raise this issue before the Regional Director or to file a request for review, we find such contention untimely raised. In any event, we find that the record supports the Regional Director's finding. See *Child's Hospital,* 307 NLRB 90, 92 (1992).

[2] The southern district has one location in New York on Long Island. It is described in the record as being an hour and half to a 2-hour drive from the district office.

[3] Account managers have the authority to evaluate the guards, to schedule their work, and to issue warnings to them. The parties have stipulated, and we agree, that the account managers are supervisors within the meaning of the Act.

[4] See *J & L Plate*, 310 NLRB 429 (1993); and *Esco Corp.,* 298 NLRB 837, 839 (1990). The Board also considers the bargaining history, if any, of the employer. There is no collective-bargaining history at this site.

The Employer has centralized certain of its functions at the corporate level and others at the district level. Thus, policies as to pay, promotion and wages are generally corporatewide, while, as the Regional Director found, recruitment, hiring, discipline, and wage increase decisions are handled at the district level. Importantly, however, the day-to-day supervision of guards at Bridgeport, e.g., assignments to posts, decisions as to overtime, release of sick employees, and preparation of performance evaluations, is a function of local Bridgeport supervision. The training of new guards is performed both at the district office and at Bridgeport Hospital. When the Employer assumed responsibility for guard services at this location, it replaced guard services that had previously been performed by Bridgeport Hospital's own employees. A substantial number of former Bridgeport employees were hired by the Employer, and the Employer varied its pay policies to conform to the wishes of the Hospital that the wages and benefits of its former guards not be reduced as a result of the contract with the Employer. Thus, there are two salary "tiers" at Bridgeport: "tier one," the rates paid to former Bridgeport Hospital guards, and "tier two," the rates paid to guards who did not previously work at Bridgeport. Of the 34 guards currently assigned to Bridgeport, all but 8 are "tier one" or former Bridgeport employees. There are two other client sites in the southern district at which rates have been "red circled" because of client wishes.

The Regional Director found that at the commencement of its contract with Bridgeport Hospital, the Employer transferred seven employees and one supervisor from other client locations to Bridgeport. All of these transfers were voluntary and at least one involved an employee who transferred from and then back to Bridgeport for personal reasons, each time at the employee's request.[5] In addition to these transfers, the Employer has permitted three Bridgeport employees to work at other client locations in order to gain additional hours and thus obtain a full week's pay. Similarly, five employees and a supervisor have filled in at Bridgeport from other locations.

The record does not indicate how much employee interchange, if any, took place within 12 months of the hearing.[6] However, even assuming arguendo that interchange over the entire 18-month period of the contract is relevant, the overall amount of interchange during that period is not significant when viewed in the context of the number of hours of guard service provided to Bridgeport Hospital by the Employer. Thus, the Employer's witness estimated that under the security contract with Bridgeport Hospital, the Employer supplied approximately 83,000 hours of guard services from October 1995 to the time of the hearing in April 1997. According to the Employer's exhibits, 12 employees currently at Bridgeport have worked at other Employer facilities, for a total of 3374 hours, and 6 employees working at other employer locations have worked at Bridgeport for a total of 174 hours. Thus, the total non-Bridgeport Hospital working hours of the current guard staff amounts to less than 5 percent of the Bridgeport Hospital contract.

Based on our review of the record, we find no sufficient basis to rebut the presumption of a single-facility unit. Thus, while hiring decisions are made at the district level, at least two-thirds of the unit employees came with the contract between the Employer and the Hospital, and have never worked anywhere else for the Employer. They guarded the Hospital before the contract and they guard it now. Their rates of pay stayed the same before and after the changeover and their day-to-day supervision is handled at Bridgeport by their Bridgeport supervisor. The evidence overall establishes that the identity of the Employer's guards is with the Bridgeport Hospital site, not with the southern district or with any other of the Employer's clients sites, some of which are located a substantial distance from Bridgeport.

The absence of interchange between the Bridgeport Hospital guards and other guards is a critical factor in assessing whether the single-facility presumption has been rebutted. Thus, we disagree with the Regional Director's reliance on *Sentry Security Services*, 230 NLRB 1170 (1977), and *Wackenhut Corp.*, 213 NLRB 293 (1974), in finding that a single-facility unit is not appropriate. The record in *Sentry* and *Wackenhut* evidenced a significant level of interchange among the guards in those cases, and the Board in its decisions stressed that factor in finding that the single-facility presumption had been rebutted. Here, however, the level of interchange between Bridgeport Hospital employees and the employees at other sites is marginal, at best. Further, as noted above, a substantial number of the guards in this unit are former Bridgeport Hospital guards, who are strongly identified with Bridgeport Hospital and only Bridgeport Hospital; the authority of local supervision at the Bridgeport Hospital, while limited, involves critical day-to-day workplace issues such as work assignments and employee evaluations; and the guards wear uniforms that

[5] Voluntary transfers, such as those transfers initiated by employees for personal convenience or benefit, are of limited significance for purposes of our analysis. See, e.g., *Red Lobster*, 300 NLRB 908, 911 (1990).

[6] Exhibits presented by the Employer indicate that from October 1995 to the date of the hearing (April 1997) six "current non-Bridgeport employees" worked at Bridgeport at some time in their careers with the Employer. Of these six, one was a supervisor. The total number of hours worked, exclusive of that supervisor's time, is 174 hours and the record is not clear whether 110 of those hours were worked by an employee when he was actually assigned to Bridgeport. These exhibits also reflect that 12 current Bridgeport employees "worked somewhere else at some point in their FSSC careers" for a total of 3374 hours. Again, there is no evidence whether any of this work took place within 12 months of the hearing.

identify them with this site. Under these circumstances, we do not find that there is a sufficient basis to overcome the strong evidence of community of interest among the Bridgeport Hospital guards and our longstanding policy of presuming that a unit limited to employees at a single facility is appropriate.

In any decision resolving whether the single-facility presumption has been rebutted, the Board looks to various factors. In this case, we believe that the following factors support our decision, and thus we do not agree with our dissenting colleague.

- The Bridgeport Hospital is from 5 to 28 miles from the other sites in the southern district; thus, the Bridgeport facility is geographically separate from the other facilities.
- There is no significant interchange between Bridgeport and the other sites and no evidence of contact among employees at the various sites. Our colleague does not dispute this and indeed concedes that the Board normally accords employee interchange "considerable weight."
- The site manager at Bridgeport is an admitted supervisor and in charge of the immediate day-to-day supervision of the employees at the site. Our colleague's assertions to the contrary notwithstanding, such site-specific day-to-day supervision shows significant local autonomy. See *Esco Corp.*, 298 NLRB 837 (1990) (finding significant local autonomy even though the employee overseeing day-to-day operations was not a statutory supervisor).
- Wages and hours, although centrally determined, are different at the Bridgeport site, and thus do not reflect a uniform centralized standard.
- The Employer provides guard services at the Bridgeport site pursuant to a contract with the Bridgeport Hospital. Such a site-specific contract will be an important factor in any collective bargaining that may ensue between the Union and the Employer, especially as the Bridgeport Hospital has the option of not renewing its contract with the Employer and either using its own employees or another guard service to provide security at the hospital. This site-specific contract further confirms the separate identity of this single-facility. See generally, *Executive Resources Associates*, 301 NLRB 400, 401 (1991).

Contrary to our dissenting colleague, we find that these factors, when considered together, outweigh such other factors as centralization of operations and support our decision. In so holding, we do not believe we have "stretch[ed] the single-facility presumption beyond its intended limits." In the final analysis, even if this is a close case, it is entirely appropriate that the presumption prevail in close cases, because the Employer has failed to meet its burden to show that the evidence has overcome the presumption. Indeed, the evidence by no means compels the conclusion that this facility has been so effectively merged into a more comprehensive unit, or is so functionally integrated with another facility, that it has lost its separate identity. Those are the governing single-facility principles, as our colleague agrees, and, applying those principles, we find that the presumption has not been rebutted.

Accordingly, we find that the unit sought by the petition is appropriate for purposes of collective bargaining and we shall direct an election in the following unit:[7]

> All full-time and part-time security officers performing guard duties as defined in Section 9(b)(3) of the Act at the Employer's Bridgeport Hospital site excluding all other employees, office clerical employees, managerial employees and supervisors as defined in the Act.

[Direction of Election omitted from publication.]

MEMBER BRAME, dissenting.

I do not disagree with my colleagues' delineation of basic principles concerning the presumption favoring the appropriateness of a unit limited to employees at a single location. Rather, I disagree with my colleagues' application of those principles in reversing the Regional Director. In stretching the single-facility presumption beyond its intended limits, my colleagues find that an appropriate guard unit here can be restricted to only 1 of the 17 client accounts for which the Employer's New Haven, Connecticut district office is responsible. Such a result conflicts with the Board's unit determinations made in comparable situations involving employers who provide contract security service to other businesses.[1] Like the Regional Director, I would follow existing precedent and find that the Bridgeport Hospital guard unit requested by the Petitioner is an inappropriate unit.

The general rule governing the determination of the proper scope of a bargaining unit when the employer operates more than one facility is clear and well established. The Board recognizes a presumption in favor of the appropriateness of a single-location unit unless the employer's facility has been so effectively merged into a more comprehensive unit, or is so functionally integrated with another facility operated by the employer, that it has lost its separate identity.[2] The presumption favoring single-facility units may be overcome with a showing of "substantial" integration of the single facility with other employer facilities so as to negate the separate identity of

[7] The Regional Director found it unnecessary to determine the supervisory status of the shift supervisors in view of his dismissal of the petition. Because we find that the record in insufficient as to this issue, we shall permit them to vote subject to challenge.

[1] See *Wackenhut Corp*, 213 NLRB 293 (1974), and *Sentry Security Services,* 230 NLRB 1170 (1977).

[2] See, e.g., *AVI Foodsystems, Inc.*, 328 NLRB No. 59 (1999); *Globe Furniture Rentals*, 298 NLRB 288 (1990); and *Sol's,* 272 NLRB 621 (1984).

the single-facility unit.[3] To determine whether the presumption has been rebutted in any particular case, the Board looks at such factors as central control over daily operations and labor relations, including the extent of local autonomy; similarity of employees' skills, functions, and working conditions; degree of employee interchange; distance between the various locations operated by the employer; and the collective-bargaining history, if any.[4] However, in *V.I.M. Jeans*, 271 NLRB 1408, 1409 (1984) (quoting *Big Y Foods*, 238 NLRB 860, 861 fn. 4 (1978)), the Board explained that it "has never held or suggested that to rebut the presumption a party must proffer 'overwhelming evidence . . . illustrating the complete submersion of the interests of employees at the single store,' nor is it necessary to show that 'the separate interest' of the employees sought have been 'obliterated.'"

In weighing the above factors traditionally relied on by the Board to determine if an employer has rebutted the single-facility presumption, my colleagues do not dispute that many of those factors present in this case militate against the separate Bridgeport Hospital guard unit. Thus, the Employer arranges its operations into regions that, in turn, are clustered into districts. The security guards associated with the southern district office are assigned by the Employer to facilities that are situated, for the most part, within geographical proximity to each other in Southern Connecticut. These facility assignments occur after the security guards are interviewed, hired, and trained by the Employer's southern district office management team. In charge of the district office is a district manager followed by an assistant district manager, a human resources manager, and a training/development manager. Under their leadership, direction, and control, the Employer implements and interprets corporatewide and districtwide policies and procedures affecting all the security guards regardless of where they may be working within the southern district.

This centralized control exercised by the Employer at the district level touches all significant aspects of the security guards' employment, e.g., recruitment and hiring, training, staffing levels, wages, and benefits, discharge and discipline, transfers and other reassignments, and promotions. The district management also exclusively controls the budgeting, purchasing, and equipment and support services necessary to maintain the Employer's operations throughout the district. Within the district, the security guards perform identical work duties, generally possess the same skills, have the same job descriptions, and similar shift schedules, and wear similar uniforms provided by the Employer. In the district, the security guards are also subject to similar wage rates and annual raise schedules and enjoy the same fringe benefits unless they are one of the few who have been "grandfathered in" by the client. If that happens, they may be provided with a higher wage or a different benefit package to reflect their prior employment with the client before the Employer took over servicing that client's account.

Notwithstanding this compelling picture showing the Employer's centralized administration of its labor relations policy flowing from the district office, my colleagues find that there are insufficient facts to rebut the presumption favoring the appropriateness of the Bridgeport Hospital guard unit. In their view, all these indicators described above are trumped by the limited authority exercised by Eduardo Cajigas, the Employer's Bridgeport Hospital account manager, and the limited amount of employee interchange involving the Bridgeport Hospital guards during the 18-month period since the Employer acquired the account.[5]

The record shows that Cajigas' authority is very circumscribed. He fills out the annual performance appraisal forms for the security guards at Bridgeport Hospital; he ensures that the guards are on the correct post with the correct uniform; he may approve overtime for the guards but only in emergency situations; and he may allow a sick guard to leave his post and go home. In relying on these responsibilities, my colleagues disregard all the daily personnel matters affecting the Bridgeport Hospital guards in which Cajigas has no involvement and exercises no control or influence. For example, he has no authority to amend or alter any of the Employer's corporatewide or districtwide policies and procedures affecting the Bridgeport Hospital guards. He has no authority to interview, hire, promote, transfer, discipline, suspend, or terminate security guards; set their wages; approve overtime in nonemergency situations, approve vacation or sick leave requests for the guards; resolve their grievances; or change staffing levels for the guards at the Hospital. In fact, if a significant issue affecting the Bridgeport Hospital account arises, the district office management in New Haven, not Cajigas, handles the problem. Indeed, the district manager, assistant district manager, and the human resources manager routinely visit the Hospital 4–5 days a week, and they are in frequent daily telephone contact with Cajigas to make sure that this account runs smoothly.

As shown above, Cajigas' authority clearly resembles the marginal day-to-day managerial responsibilities exercised by the onsite supervisor in *Wackenhut Corp.,* supra*,*

[3] *Lutheran Welfare Services*, 319 NLRB 886 (1995); *Globe Furniture Rentals*, supra; *Charrette Drafting Supplies Corp*., 275 NLRB 1294 (1985); and *Ohio Valley Supermarkets,* 269 NLRB 353 (1984).

[4] See, e.g., *J & L Plate*, 310 NLRB 429 (1993).

[5] My colleagues argue that the separate identity of the Bridgeport Hospital guard unit is further confirmed by the fact that the Employer maintains a separate contract for this account. But in *NLRB v. Pinkerton's, Inc*., 428 F.2d 479, 483–484 (6th Cir. 1970), the court considered this factor as one indicator that a broader unit may be necessary where at different locations employers provide contract security services to other businesses.

where the Board rejected the requested single-location unit of guards assigned to the employer's Fort St. Vrain client in Platteville, Colorado. In that case, Sergeant Broadhead, the onsite Fort St. Vrain supervisor was "basically responsible for insuring that employees adhere to the 'post' and to the 'general orders'" and he could "assign shifts in cases of absences, call in replacement personnel, assign work and grant time off for emergencies."[6] Broadhead could not "discipline the [Fort St. Vrain] employees or otherwise affect their employment."[7] The Board specifically noted that "in matters of substance affecting the [Fort St. Vrain] employees' terms and conditions of employment, he ha[d] no authority to act without first seeking approval from the central office" located in Denver, Colorado.[8]

The Board also found that an employer rebutted the single-location presumption in *Sentry Security Services*, supra, when the onsite facility supervisor exercised considerably more authority than that assigned to Cajigas. In that case, Supervisor Shackouls scheduled the guards' work hours; approved their leave requests; and obtained temporary replacements for absent guards; and hired, disciplined, and evaluated the guards and recommended their pay raises. Yet, the Board did not "view the limited degree of autonomy exercised by the Sandia facility supervisor [Shackouls], with respect to personnel matters, as sufficient to justify a finding that the guards at that facility enjoy a distinct community of interest for purposes of collective bargaining apart from guards at other facilities"[9] employed by the contract security guard provider.

However, my colleagues ignore, on the one hand, remarkable similarities between the instant case and *Wackenhut* and, on the other hand, the existence of an even stronger set of facts supporting rebuttal of the single-facility presumption here than in *Sentry Security*. They simply state that Cajigas' local supervision "while limited, involves critical day-to-day workplace issues such as work assignments and employee evaluations." But, their characterization of Cajigas' authority stands in stark contrast to the Board's conclusions in *Wackenhut* and *Sentry Security* indicating that these kinds of responsibilities show a "lack of substantial autonomy" vested in the onsite supervisor with respect to personnel matters. My colleagues' analysis of the local autonomy factor fails to provide any reasonable explanation for their apparent deviation from the Board's decisions in *Wackenhut* and *Sentry Security*.

The authority of Cajigas in this case also appears considerably less than that exercised by the local store managers in *Globe Furniture Rentals*, supra, and *Sol's*, supra. In finding that the only appropriate unit must include several Detroit area retail furniture stores and warehouses, the Board in *Globe Furniture* stated that "the local store managers possess authority over routine day-to-day operations of the facilities they manage, but they lack substantial autonomy regarding labor relations and personnel policies and procedures."[10] Yet, I note that the *Globe Furniture* store managers had some input into promotions, hiring, discharge and discipline matters to a greater extent than Cajigas who has none. Likewise, the store managers in *Sol's* who sold sporting goods to customers in western Pennsylvania had more involvement in operational and labor relations matters than does Cajigas here. The hiring process, the discharge procedure, any layoff selections, and the handling of grievances originated at the store manager level in *Sol's*. In the instant situation, the Employer's southern district office management team takes care of all those matters for the Bridgeport Hospital guards.

My colleagues point out that the Board in *Esco Corp*., 298 NLRB 837 (1990), found appropriate a single-facility unit of Seattle warehouse employees and drivers, despite the lack of statutory supervisory status for the onsite Seattle facility warehouse supervisor. In *Esco*, the employer was engaged in the manufacture and distribution of fabricated metal products. Its northwest district operations included three warehouse facilities located between 174 to 346 miles apart in Portland, Oregon, and Seattle and Spokane, Washington. The Employer contended that its Seattle facility was not an appropriate unit separate from its Portland and Spokane facilities. In finding that the single-unit presumption for the Seattle facility had not been rebutted, the Board heavily relied on two factors——no employee interchange and the considerable geographical distances between the facilities. In addition, the Board noted that the Portland managers who oversaw the Seattle warehouse supervisor's work were not onsite and visited only infrequently, thus indicating that the employer relied on the warehouse supervisor to oversee its Seattle operations.

The instant case differs considerably from the situation presented in *Esco*. Employee interchange occasionally occurs within the southern district, including the Bridgeport Hospital guards. The clients assigned to the southern district office are located within a 30-mile radius of the Hospital. The district manager, assistant district manager, and the human resources manager routinely visit the Hospital 4–5 days a week to oversee the Hospital operations and have frequent daily telephone contact with Cajigas to discuss matters pertaining to the Hospital account. Thus, Cajigas currently has less operational latitude than the Seattle warehouse supervisor in *Esco*, who was stationed many miles away from his district home base in Portland.

[6] 213 NLRB 293.
[7] Id.
[8] Id. at 294.
[9] 230 NLRB 1170, 1171.
[10] 298 NLRB 288, 289.

As observed by the United States Court of Appeals for the Second Circuit in *NLRB v. Solis Theatre Corp.*,[11] "The Courts of Appeals have been reluctant to sanction bargaining units whose managers lack the authority to resolve issues which would be the subject of collective bargaining."[12] In that case, the court found arbitrary and unreasonable the Board's determination that a unit of doormen, cashiers, ushers and matrons employed at one of the employer's theatre was an appropriate unit. As my colleagues do here, the Board primarily relied on the role of the local theatre manager with respect to certain personnel matters to base its single-location unit determination. Unlike Cajigas here, the theatre manager in *Solis* played some part in disciplining and reprimanding employees, interviewing job applicants, and preparing and submitting vacation schedules for approval by higher management. In those circumstances, the court took the view that the theatre manager's authority "[was] limited to little more than overseeing the daily activities of the employees" and the manager was not in a "decision making position" but was subject to "detailed instructions from the central office."[13] In my opinion, this final description of the theatre manager job by the court could apply with equal force today to the account manager position held by Cajigas.

Given the considerable authority exercised by the Employer's district office management and the lack of local autonomy placed in Cajigas' hands, I also consider unpersuasive my colleagues' heavy reliance on the infrequent instances of transfer and interchange involving the guards at the Bridgeport Hospital. The majority points out that, during the 18-month period after the Employer took over the Bridgeport Hospital account, there were seven employee transfers from other locations to the Bridgeport Hospital, three Bridgeport Hospital guards who have worked at other client sites in the southern district, and five guards assigned to other client sites in the southern district who have filled in for Bridgeport Hospital guards. Although the Board normally accords employee interchange considerable weight, it has never indicated that it is the touchstone in determining whether the employer rebutted the single-location unit presumption. Thus, when unsupported by the other factors, and especially when there is otherwise a lack of substantial local autonomy, employee interchange has not been considered controlling.[14]

Accordingly, I would dismiss the petition because the requested Bridgeport Hospital unit is an inappropriate unit and the Petitioner has not indicated a willingness to proceed to an election in any broader unit.

[11] 403 F.2d 381, 383 (1968).

[12] This observation finds considerable support from *NLRB v. Frisch's Big Boy Ill-Mar, Inc*., 356 F.2d 895 (7th Cir. 1966) (single-facility unit rejected where the store manager had a limited role in hiring decisions); *NLRB v. Davis Cafeteria, Inc.*, 396 F.2d 18 (5th Cir. 1968) (single-facility unit rejected where the local manager had authority to order food and supplies for his cafeteria, had authority to hire and fire employees, and could recommend pay raises); and *NLRB v. Pinkerton's, Inc*., 428 F.2d 479 (6th Cir. 1970) (single-facility unit rejected where the local field supervisor scheduled and inspected the guards' work, interviewed job applicants, and trained new employees).

[13] 403 F.2d at 383.

[14] See *Big Y Foods*, supra at 861 ("The considerable authority exercised by company officials, particularly Pineau [the division manager], who frequently visits each location, and D'Amour [a corporate officer and member of the employer's board of directors], establishes, notwithstanding the small amount of employee interchange among the three locations, that employees at all the liquor markets enjoy a substantial community of interest."), and *V.I.M. Jeans*, supra at 1409 ("Although there is no evidence of substantial employee interchange, some transfers do occur. Viewed against the background of the highly centralized administration of all nine stores, the daily contact with Yosef [the company president] and the other supervisors and the restricted authority of the store manager, the fact that there is not substantial employee interchange pales in its importance to the determination of the issue.").